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authority is sufficient. Mass. Rev. Laws, 1902, ch. 74, sec. 1; *Tobin v. Larkin* (1903) 183 Mass. 389, 67 N. E. 340. As this provision of the statute may affect not only the validity of the contract made by the agent, but also his right to recover compensation from his principal, it has frequently been before the courts for interpretation. If an oral contract is void under the statute, it is uniformly held that the agent cannot recover upon the contract. *Keith v. Smith* (1907) 46 Wash. 131, 89 Pac. 473; 13 Ann. Cas. 977, note. Nor has he, by the great weight of authority, a right to recover upon quantum meruit. *Case v. Ralph* (1920, Utah) 188 Pac. 640; *Paul v. Graham* (1916) 193 Mich. 447, 160 N. W. 616; *Jamison v. Hyde* (1903) 141 Calif. 109, 74 Pac. 695; 9 C. J. 558; 1 Williston, *Contracts* (1920) sec. 450, note 11. The reason usually given as the basis of this rule is that the statute would in effect be nullified if a quasi-contractual recovery were allowed. *Keith v. Smith, supra.* This reasoning seems unanswerable. In view of the result reached in the principal case, compliance with the terms of the statute would be a matter of indifference to a real estate agent. Here the amount recovered was exactly the same as that contracted for, and the broker would in every case receive the reasonable value of his services. The Wisconsin Court seems to have overlooked the cardinal principle that the legislative intent should govern in construing a statute; it seems clear that the purpose of the legislature in enacting this Statute was to prohibit real estate brokers from recovering commissions unless the right thereto should be evidenced by a written contract. The probability that the community would suffer as a result of unfounded claims on the part of real estate agents seemed great enough to justify this safeguard.

SURETYSHIP AND GUARANTY—ASSIGNMENT BY OBLIGEE BEFORE BREACH DOES NOT DISCHARGE GUARANTOR.—A, a lessee, subleased to B. The defendant guaranteed to A and his "legal representatives" payment of rent and performance of covenants of the lease by B. A assigned his lease to the plaintiff, before breach by B, and the plaintiff now sues the defendant on his guaranty, B having defaulted. *Held,* that "legal representatives" included successors in interest and that therefore the guarantor was liable on the guaranty, even though the assignment was before breach. *Lindenburg Corp'n. v. Howland* (1921, Mun. Ct. N. Y.) 115 Misc. 244, 187 N. Y. Supp. 917.

The assignability of a right of action against a surety or guarantor, after default by the principal, is now well recognized. *Everson v. Gere* (1890) 122 N. Y. 290, 25 N. E. 492; *Evansville Nat. Bk. v. Kaufmann* (1883) 93 N. Y. 273. Such an assignment, it seems, after the cause of action has accrued, cannot be restricted even by the express terms of the contract. Spencer, *Suretyship* (1913) 152, note 13. A real difficulty, however, arises where a guaranty, not negotiable in its terms, is assigned by the obligee, before breach by the principal. By the weight of authority a guaranty is assignable even before breach, if the contract guaranteed is itself assignable, and the guaranty can be enforced by the same person who can enforce the principal obligation. *Everson v. Gere, supra; Higgins v Hocking Valley Ry.* (1919) 188 App. Div. 684, 177 N. Y. Supp. 444; *Metzger v. Hubbard* (1899) 153 Ind. 189, 54 N. E. 761. Where, however, the guarantor has entered the agreement because of personal reliance on the obligee, and the intention is clear to restrict liability to the original obligee, the latter alone can recover on the guaranty. *Evansville Nat. Bk. v. Kaufmann, supra.* In arriving at that intention, a contract of suretyship or guaranty should receive the same liberal interpretation accorded to any other contract, and once the intention of the parties has been ascertained, the rule of strict construction applies and the surety or guarantor may then stand on the precise terms of the contract. *Davis v. Wells* (1881) 104 U. S. 159; *London & S. F. Bk. v. Parrott* (1899) 125 Calif. 472, 58 Pac. 164; *Ulster City Saving Inst. v. Young* (1899) 161 N. Y. 23, 55 N. E. 483; *Citizens'*

Trust & Surety Co. v. Howell (1902) 49 Pa. Super. Ct. 255. It seems that whatever operates as an assignment of a debt, operates *prima facie* at least, as an assignment of the guaranty, on the theory that it is, like a mortgage, an incident of the debt, and that whoever may enforce the debt may enforce the guaranty. *Stillman v. Northrup* (1888) 109 N. Y. 473, 17 N. E. 379; *Longfellow v. McGregor* (1895) 61 Minn. 494, 63 N. W. 1032. Reading the stipulation of the lease in the instant case to the effect that its provisions "would bind and run in favor of the landlord and tenant and their respective successors in interest" in connection with the guaranty which refers to the lease, it was clearly reasonable to conclude that the guaranty was not intended to be a personal one and that the term "legal representatives" included assignees. After all, the right of the obligee against the defendant, though a conditional one, arose immediately upon execution of the lease from A to B, and not upon default by B, and there seems to be no valid reason why that conditional right should not be assignable along with the principal obligation, in the absence of an express or clearly implied provision to the contrary.

WORKMEN'S COMPENSATION—AMOUNT RECOVERABLE—EFFECT OF SERVANT'S SETTLEMENT WITH TORT-FEASOR.—The Iowa Workmen's Compensation Act provides that where an employee receives an injury for which compensation is payable and which was caused "under circumstances creating a legal liability in some person other than the employer to pay damages," he may proceed against both the employer for compensation and the third party for damages, but the amount of compensation received under the Act is to be "reduced by the amount of damages recovered" from such third party. Iowa Ann. Code, 1913, ch. 8A sec. 2477-m6. The plaintiff's intestate had been injured by a trolley company while in the defendant's employ. The trolley company, before any claim had been made, paid the plaintiff's intestate $750 for his covenanting never to sue. The defendant declined to pay full compensation on the ground that the $750 should be deducted. *Held,* that the plaintiff was entitled to full compensation, since the $750 received was not a recovery of damages within the meaning of the Statute. *Renner v. Model Laundry* (1921, Iowa) 184 N. W. 611.

The trend of recent decisions is towards a liberal construction of Workmen's Compensation Acts in favor of the employee. *Strasmas v. State Industrial Com.* (1921, Okla.) 195 Pac. 762; *Industrial Com. v. Weigandt* (1921, Ohio) 130 N. E. 38; *Town of Stephenson v. Industrial Com.* (1921, Wis.) 180 N. W. 842. Perhaps the instant case reflects this tendency to a rather extraordinary degree, although the "scope of employment" cases have gone even further. See *Starr Piano Co. v. Industrial Com.* (1919) 181 Calif. 433, 184 Pac. 860; COMMENTS (1920) 29 YALE LAW JOURNAL, 669. The Court would have been justified in finding that there was in substance a "recovery of damages" by a less technical construction of the Statute. See *Cripps Case* (1914) 216 Mass. 586, 104 N. E. 565; *Rosenbaum v. Hartford News Co.* (1918) 92 Conn. 398, 103 Atl. 120. If the Court could find no obligation resting upon the trolley company, the resulting conclusion that the legal relations of those not a party to the arrangement were unaffected is not without authority. See *Hornburg v. Morris* (1916) 163 Wis. 31, 157 N. W. 556; *Kelly v. No. British Ry. Co.* (1915) 53 Scot. L. R. 53. The Court's refusal to treat the defendant and the trolley company as joint tort-feasors because of the difference between a statutory and common-law liability is a desirable result. See (1918) 18 COL. L. REV. 599. But had the Court seen fit to hold otherwise, it might well have found that the defendant was not released by the deceased's covenant with the trolley company. See *Adams Express Co. v. Beckwith* (1919) 100 Ohio St. 348, 126 N. E. 300; COMMENTS (1920) 29 YALE LAW JOURNAL, 909. The case seems to interpret the Iowa Statute narrowly, but is sustainable in that it follows the general tendency in workmen's compensation cases of favoring the employee.